

# AGENDA

**Thursday, March 1, 2018 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2018-16

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**II. PUBLIC HEARING** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. First Reading of Ordinance No. \_\_\_\_\_ Amending Chapter 8.04, Public Health Certificates of Sanitation, Licenses and Contested Case Procedures, of the Clackamas County Code (Kathleen Rastetter, County Counsel)

**III. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval of Tri-County Metropolitan Transportation District of Oregon (TriMet) Subrecipient Agreement No. GO180815EV for Mt Hood Express Bus Service and Match Funding for Title XIX (Medicaid) Non-Medical Waivered Transportation – *Social Services*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 3 to the Contract with OBEC Consulting Engineers Inc. for Consulting Engineering Services for the Replacement of the Salmon River (Elk Park Road) Bridge - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**D. Business & Community Services**

1. Approval of a Memorandum of Understanding between Clackamas County and the Boring-Damascus Grange #260 for the Construction of a Shelter at Boring Station Trailhead Park

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**



**OFFICE OF COUNTY COUNSEL**

**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD OREGON CITY, OR 97045

March 1, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

First Reading of an Ordinance Amending Chapter 8.04,  
Public Health Certificates of Sanitation, Licenses and Contested Case Procedures,  
of the Clackamas County Code

<b>Purpose/Outcomes</b>	Conduct public hearing and first reading by title only of proposed amendments to County Code and schedule second reading
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent until amended
<b>Previous Board Action</b>	Not applicable
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Residents will experience a clean, safe and healthy recreation opportunities.
<b>Contact Person</b>	Kathleen Rastetter, County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

Pursuant to County Code Chapter 1.01.100, the County Council is responsible for maintaining and updating the County Code. A Code Update Committee periodically meets to consider Code changes that are either proposed by staff, citizens, or identified by members of County Council as necessary or appropriate.

The Code Update Committee has approved the following changes to the County Code for the Board's consideration:

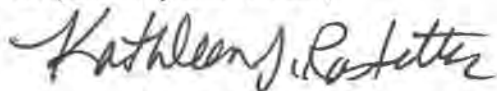
1. *Chapter 8.04 – Public Health Certificates of Sanitation, Licenses, and Contested Case Procedures.* The amendment to Chapter 8.04 includes

The primary purpose of the amendment is to update the code provisions for environmental health, which have not been updated since 2003. There are functions that the county no longer performs. The amendment is also necessary to align the code more closely with state law regarding environmental health activities.

**RECOMMENDATION:**

Staff recommends the Board conduct a public hearing and first reading by title only, and schedule for second reading on March 15, 2018.

Respectfully submitted,

A handwritten signature in black ink that reads "Kathleen J. Rastetter". The signature is written in a cursive style.

Kathleen Rastetter

Attachments

## Chapter 8.04

### 8.04 PUBLIC HEALTH LAWS CERTIFICATES OF SANITATION, LICENSES, AND CONTESTED CASE PROCEDURES

#### 8.04.010 Tourist Facilities

Pursuant to ORS 446.425 ~~The Assistant Director for Health of the Oregon Health Authority Department of Human Resources has~~ delegated to the Clackamas County Department of Health, Housing and Human Services Public Health Division (“the Division”) the authority, responsibility and functions to administer recreational facilities health laws under ORS 446.310425 ~~et seq. and the implementing regulations.~~ This chapter incorporates the provisions of those sections by reference.

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#### I. Requirements.

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- A. Any person ~~No person shall~~ establishing, operating, managing or maintaining any travelers' accommodation, hostel, recreation park or organizational camp, or combination recreation park - mobile home park (as those terms are defined in ORS 446.310 and OAR 333-029-0015) ~~-must without first obtain securing~~ a license or certificate of sanitation from the Division. ~~Any No person shall constructing~~ any travelers' accommodation, hostel, recreation park, or organizational camp must without first obtaining a permit to do so from the Division. ~~Public Health Division of Clackamas County Department of Human Services (Division).~~
- B. An applicant for a permit to construct a travelers' accommodation, hostel, recreation park, or organizational camp shall pay the Division a plan review fee. Every applicant for a license or certificate of sanitation shall pay to the Division a fee.
- C. Certificates or licenses issued under this section shall expire at the end of each calendar year and are not transferable nor shall refunds be made on unused portions of such licenses or upon applications that have been denied.
- D. Anyone who establishes, operates, manages or maintains a tourist facility in Clackamas County must comply with the laws and regulations regarding the construction, operation or maintenance of tourist facilities. The Division may deny issuance, suspend or revoke a license or assess civil penalties for failing to comply with these laws.

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#### II. Violations.

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- A. It is unlawful to establish, operate, manage or maintain a tourist facility in Clackamas County without a current license or certificate of sanitation. Penalty fees shall be imposed for a failure to apply for or renew a license.
- B. Any person who violates the laws regarding the construction, operation or maintenance of tourist facilities will be subject to civil penalties in an amount set by the Board of County Commissioners, for each violation.
- C. The Division shall provide five days advance notice before any civil penalty

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under this section is imposed, unless the person incurring the penalty has otherwise received actual notice of the violation not less than five days prior to the violation for which a penalty is imposed.

~~C-D.~~ Hearings on the denial, suspension or revocation of a license or the imposition of civil penalties shall be conducted as a contested case following the procedures in this code. Failure to remit the civil penalty within 10 days after the order becomes final is grounds for license revocation.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

#### **8.04.010 8.04.020 Swimming Facilities**

Pursuant to ORS 448.100 ~~The Assistant Director of Health of~~ the Oregon ~~Health Authority Department of Human Services~~ has delegated to ~~the Division Clackamas County~~ the authority, responsibility and functions to administer swimming facilities health laws under ORS 448.005 ~~400 et seq. and the implementing regulations.~~ This chapter incorporates the provisions of those sections by reference. ~~in~~

##### I. Requirements.

A. ~~Any person~~ ~~No person shall~~ operating ~~e~~ or maintain~~ing~~ a public swimming pool, public spa pool, public wading pool or bathhouse (as those terms are defined in ORS 448.005 and OAR 333-062-0015) must without first obtain a license to do so from the Public Health Division of the Clackamas County Department of Human Services Division.

B. A fee shall be paid to the Division for a license to operate a year-round public swimming pool, public spa pool, public wading pool or bathhouse either:

1. For profit;
2. For the primary benefit of the patrons, members or employees of the person operating the public swimming pool, public spa pool, or bathhouse; or
3. In conjunction with a travelers' accommodation or tourist park.

C. A fee shall be paid to the Division for a license to operate a seasonal public swimming pool, public spa pool, public wading pool or bathhouse either

1. For profit;
2. For the primary benefit of the patrons, members or employees of the person operating the public swimming pool, public spa pool, or bathhouse; or
3. In conjunction with a travelers' accommodation or tourist park.

~~D.~~ D. A person who operates a single facility containing more than one year-round public pool or spa shall pay to the Division an additional fee for each pool in excess of (1) pool for a license to operate such pools.

~~E.~~ Any person who operates a single facility containing more than one seasonal public pool or spa shall pay to the Division an additional fee for each pool in excess of one (1) pool for a license to operate such pools.

~~F.~~ Any person wishing to ~~No person shall~~ construct, perform a major alteration or reconstruct any public swimming pool, public spa pool, public wading pool or bathhouse must without first obtain a permit to do so from the Division.

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E. An applicant for a permit to construct, perform a major alteration or reconstruct a public swimming pool, public spa pool, public wading or bathhouse shall pay the Division a plan review/construction permit fee.

Licenses issued under this section shall expire at the end of each calendar year. Such licenses shall not be transferable, nor shall refunds be made on the unused portion of such licenses or upon applications that have been denied.

F. Anyone who establishes, operates, manages or maintains a public swimming pool, public spa pool, public wading pool or bathhouse in Clackamas County must comply with the laws and regulations regarding the construction, operation or maintenance of such facilities. The Division may deny issuance, suspend or revoke a license or assess civil penalties for failing to comply with these laws.

## II. Violations.

A. It is unlawful to operate or maintain a public swimming pool, public spa pool, public wading pool or bathhouse without a current license.

B. It is unlawful to keep a public swimming pool, public spa pool, public wading pool or bathhouse open to the public after a permit or license to operate such facilities has been suspended, denied or revoked.

C. The Division may at all reasonable times enter upon any part of the premises of public bathing and swimming places to examine and investigate to determine the sanitary conditions of such places and any violations of law.

D. If the license holder does not correct violations listed in a notice issued by the Division within the specified time period, the Division or its agent may issue a notice proposing to suspend or revoke the license to operate the spa pool in accordance with ORS Chapter 183. A license holder shall have 21 days to request a hearing in writing.

E. Any public swimming pool, public spa pool, public wading pool or bathhouse constructed, operated or maintained contrary to these laws is a public nuisance, dangerous to health. The Division may abate or enjoin the nuisance as permitted by law, including emergency suspension and closure. Under ORS 183.430(2), a license holder shall have 90 days after the date of notice of emergency suspension to request a hearing and if a hearing is requested a hearing shall be granted to the licensee or permittee as soon as practicable after such demand.

~~G. Hearings on the denial, suspension or revocation of a license shall be conducted as a contested case following the procedures in this code.~~

H. -

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

### 8.04.030 Food Service Facilities

Pursuant to ORS 624.510 the Oregon Health Authority has delegated to the Division the authority, responsibility and functions to administer food service health laws. This chapter incorporates the provisions of ORS 624.010 et seq. and the implementing regulations. This chapter incorporates the provisions of those sections by reference.

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**I. Requirements**

—“Food service facility” means restaurant, bed and breakfast, vending machine, food cart, warehouse, mobile unit, commissary, commissary combination or any other food service facility as defined by ORS 624.010, ORS 624.310 and OAR 333-150-0000 and 333-157-0073.

A. Food Handlers Certificate. Any person handling food in a restaurant or food service facility licensed under this chapter is required by state law to obtain a certification within thirty (30) days of hire.

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**B. Food Service License Fees.**

1. Every applicant for a food service facility license, temporary license, or renewal of a license shall pay a license fee to the Division, unless exempted under ORS 624.106. Licensees whose food service facility requires a critical item re-inspection shall pay a fee to the Division as set by ~~as in accordance with OAR 333-12-0053 for such inspection.~~

2. The license or temporary license shall be posted in a conspicuous place on the premises of the licensee. For a vending machine or mobile unit the license shall be posted in a conspicuous place, and a card, emblem or other device clearly showing the name and address of the licensee and the serial number of the licensee shall be affixed to each vending machine or mobile unit.

—To reinstate a food service facility license after the expiration date, other than a temporary license, the operator must pay a reinstatement fee per ORS 624.490. ~~in an amount set by resolution of the Board of County Commissioners.~~

C. Plans. Properly prepared plans and specifications must be provided to the Division for review and approval and plan review fees paid: (1) before any construction, extensive remodeling or conversion is done to an existing structure for use as a food service facility; and (2) before constructing or establishing a food service facility, including a bed and breakfast, mobile unit or pushcart.

~~A-D.~~ Licenses issued under this Section ~~C, J and L~~ shall expire at the end of each calendar year. ~~Such~~ Licenses shall not be transferable, nor shall refunds be made on the unused portion of such licenses or upon applications that have been denied.

**II. Violations.**

A. It is unlawful to operate a food service facility or temporary food service facility without obtaining a current license to do so from the Division, unless exempt under

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Oregon law.

B. It is unlawful to operate a food service facility in a manner that creates an imminent or present danger to the public health, as those terms are defined in ORS 624.073 and the administrative rules.

C. It is unlawful to continue to operate a food service facility that has been closed due to uncorrected priority item violations as defined by Oregon statute and administrative rules.

D. It is unlawful to continue to operate a food service facility that has been closed due to obtaining a sanitation score of less than 70 on two consecutive complete inspections conducted within 30 days as defined by OAR 333-157-0030(5) – (6).

E. It is unlawful to construct, extensively remodel or convert an existing structure to use as a food service facility, or to construct or establish a mobile unit or pushcart, without first providing properly prepared plans and specifications to the Division for review and approval, and paying plan review fees.

III. Civil Penalties.

A. Any person who violates this Section will be subject to civil penalties in an amount set by the Board of County Commissioners, for each violation.

B. When a person has violated this Section the Division will issue a written warning stating that further violation will result the assessment of a civil penalty or revocation or suspension of the license.

C. If the violations continue after the written warning has issued the Division will issue a Notice of Intent to impose civil penalties.

D. Civil penalties are due and payable 10 days after the order imposing the penalty becomes final by operation of law or appeal. The order assessing civil penalties may be recorded with the County Clerk and listed in the County Lien Record.

E. A person subject to civil penalties under this chapter may request a hearing in writing within 20 days of service of the order imposing the civil penalty.

F. If a hearing is requested it will be conducted as a contested case hearing under the procedures set out in this code.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2008, 3/13/08]

**8.04.020 8.04.040 Review of Existing Property’s Drinking Water & Subsurface Sewage Disposal**

Fees shall be paid to the Public Health Division of the Clackamas County Department of Human Services for a request to the review of existing property’s individual drinking water and subsurface sewage disposal systems.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

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Commented [HJ1]: No longer review subsurface sewage systems

**8.04.030**      **8.04.050 School Cafeteria Inspections**

Schools requesting cafeteria sanitation inspections or plan review from the Public Health Division of the Clackamas County Department of Human Services shall pay fees for those services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

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**8.04.040—Public Drinking Water System Review**

~~Public drinking water system operators are requesting sanitary hazard reviews shall pay fees to the Division for those services.~~

~~[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]~~

**8.04.050**      **8.04.060 Miscellaneous Fees - Hourly Rate**

For miscellaneous services of the Environment & Health section of the Public Health Division, Clackamas County Department of Health, Housing, and Human Services, an hourly fee shall be paid.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

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**8.04.060**      **8.04.070 CONTESTED CASE PROCEDURES.**

I. Definitions.

A. DIVISION means the Public Health Division of the Clackamas County Department of Health and Human Resources.

B. HEARINGS OFFICER means the officer appointed by Clackamas County to hear contested cases, and “the County” means Clackamas County.

~~C.~~

~~B-C.~~ CONTESTED CASE exists whenever:

- A. A constitutional provision or state law ~~the Division Enabling Act~~ requires a hearing upon the action;
- B. The Division has discretion to suspend or revoke a right or privilege of a person;
- C. There is a proceeding regarding a license to pursue a commercial activity, trade or profession; or
- D. There is a proceeding in which the County~~Division~~ by rule or order provides for a hearing, in accordance with contested case requirements.

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II. NOTICE.

~~E.~~

A. When the County ~~Division~~ is required or permitted to give a person an opportunity for a hearing to contest the Division action, a notice shall be served personally or by registered

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e. or certified mail on all parties. The notice shall include:

1. A statement of the party’s right to hearing, or a statement of the time and place of the hearing;
2. A statement of the authority and jurisdiction under which the hearing is to be held;
3. A reference to the particular sections of the ordinance, statutes and rules involved;
4. A short and plain statement of the matters asserted or charged;
5. [A statement indicating whether and under what circumstances an order by default may be entered;](#)
6. [A statement that active duty service members have a right to stay proceedings under the federal Service Members Civil Relief Act, and may contact the Oregon State Bar or the Oregon Military Department for more information, and will include the toll-free telephone numbers for the Oregon state Bar and the Oregon Military Department and the Internet address for the United States Armed Forces Legal Assistance Legal Services Locator website;](#) and

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7. A statement that if the party desires a hearing, the Division must be notified within a specified number of days from the date of mailing of the notice.

Commented [RK2]: This is required by ORS 183.415

B. The number of days within which the Division must be notified that the party desires a hearing shall be as follows:

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1. Within 20 days of the date of mailing of notice; or
2. When the Division refuses to issue a license required to pursue any commercial activity, trade, occupation or profession if the refusal is based on grounds other than the results of a test or inspection that division shall grant the person requesting the license 60 days from notification of the refusal to request a hearing, unless otherwise specified in the applicable section of Chapter 8.04.

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[Codified by Ord. 05-2000, 7/13/00]

**8.04.070 8.04.080 Immediate Suspension or Refusal to Review a License, Notice of Opportunity for Hearing, Service**

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A. If the Division finds there is a serious danger to the public health or safety, it may suspend or refuse to renew a license immediately.

~~A.~~

B. The Division shall give notice to the party upon immediate suspension or refusal to renew a license. The notice shall be served personally or by registered or certified mail and shall include:

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~~B.~~

1. A statement of the party's right to hearing;
2. A statement of the authority and jurisdiction under which the hearing is to be held;
3. A reference to the particular sections of the ordinance and rules involved;
4. A short and plain statement of the matters asserted or charged;
5. A statement that the party may be represented by counsel at the hearing;
6. A statement that if the party demands a hearing the Division must be notified within 90 days of the date of the notice;
7. A statement giving the reason or reasons for the immediate actions; and
8. The effective date of the suspension or refusal to renew the license.

[Codified by Ord. 05-2000, 7/13/00]

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**8.04.080 8.04.090 Orders When No Hearing Requested or Failure to Appear**

- A. When a party has been given an opportunity and fails to request a hearing within a specified time or having requested a hearing ~~and~~ fails to appear at the specified time and place, the Division or hearings officer shall enter an order which supports the Division action.
- B. The order supporting the Division action shall set forth the material on which the action is based and ~~or~~ the material shall be attached to and made a part of the order. ORS 183.17.

[Codified by Ord. 05-2000, 7/13/00]

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**8.04.090 8.04.100 Subpoenas, Depositions**

- A. The Division may issue subpoenas in a contested case. In addition, ~~S~~subject to subsection B, any party to a contested case shall, upon request, be issued subpoenas by the hearings officer ~~Division~~ to compel the attendance of witnesses.
- B. Before issuing subpoenas to the requesting party, the hearings officer ~~Division~~ may require a showing of need, general relevancy and the evidence to be given by the witness to be within the reasonable scope of the proceedings.
- C. On petition of any party to a contested case, the hearings officer ~~Division~~ may order the testimony of any material witness be taken by deposition in the manner prescribed by law for depositions in civil actions. The petition shall include:

~~C.~~

1. The name and address of the witness whose testimony is desired;
2. A showing of materiality of the testimony; and
3. A request for an order that the testimony of the witness by taken before an officer named in the petition for that purpose.

~~3.~~

- D. If the ~~hearings officer~~ Division issues on order for the taking of a deposition and the witness resides in this state and is unwilling to appear, the hearings officer ~~Division~~ may issue a subpoena as provided in subsection A requiring his appearance before the officer taking the deposition.

~~D.~~

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- E. Witnesses appearing pursuant to subpoena, other than parties, or officers or employees of the Division shall be tendered fees and mileage as prescribed by law for witnesses in civil actions. The party requesting the subpoena shall be responsible for service of the subpoena and tendering the fees and mileage to the witness.

[Codified by Ord. 05-2000, 7/13/00]

**8.04.100**      **8.04.110** Conducting Contested Case Hearing

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- A. The hearing shall be conducted by and shall be under the control of the hearings officer, conducted pursuant to the procedures in ORS 183.417 et seq. presiding officer. The presiding officer may be the chief administrative officer of the Division, its governing body or a member thereof or any other person designated by the Division.
- B. At the discretion of the hearings officer presiding officer, the hearing shall be conducted in the following manner:
  - 1. Statement and evidence of Deivision in support of its action;
  - 2. Statement and evidence of affected person disputing division action; then
  - 3. Rebuttal testimony.
- C. The hearings presiding officer and the affected parties and the Division or its attorneys shall have the right to question or examine or cross-examine any witnesses.
- D. The hearing may be continued with recesses as determined by the hearings presiding officer.
- E. The hearings presiding officer may set reasonable time limits for oral presentation and may exclude or limit cumulative, repetitious or immaterial matter.
- F. Exhibits shall be marked and the markings shall identify the person offering the exhibits. The exhibits shall be preserved by the hearings officer Division as part of the record of the proceedings.

[Codified by Ord. 05-2000, 7/13/00]

**8.04.110**      **8.04.120** Evidentiary Rules

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- A. Evidence of a type commonly relied upon by reasonably prudent persons in conduct of their serious affairs shall be admissible.
- B. Irrelevant, immaterial or unduly repetitious evidence shall be excluded.
- C. All offered evidence, not objected to, will be received by the hearings presiding officer subject to his power to exclude irrelevant, immaterial or unduly repetitious matter.
- D. Evidence objected to may be received by the hearings presiding officer with rulings on its admissibility or exclusion to be made at the time a final order is issued.
- E. Any time ten (10) days or more before a hearing, any party may serve on an opposing party a copy of any affidavit, certificate or other document the party proposes to introduce in evidence. Unless the opposing party requests cross-examination of the affiant, certificate preparer, or other document preparer or custodian, within five (5) days prior to hearing the affidavit or certificate may be offered and received with the same effect as oral testimony or the document may be received in evidence.
- E.
- F. If the opposing party requests cross-examination of the affiant, certificate preparer, or other document preparer or custodian as provided in subsection E and the opposing party

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is informed within five (5) days prior to the hearing that the person will not appear for cross-examination but the affidavit, certificate or other document will be offered in evidence, the affidavit, certificate or other document may be received in evidence, provided the hearings officer determines that:

~~F.~~

1. The contents of the affidavit, certificate or other document is of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs; and
2. The party requesting cross-examination would not be unduly prejudiced or injured by lack of cross-examination.

[Codified by Ord. 05-2000, 7/13/00]

~~8.04.120~~ **8.04.130 Final Orders on Contested Cases, Notification**

A. Final orders on contested cases shall be in writing or stated in the record and shall include the following:

1. Rulings on admissibility of offered evidence;
2. Findings of fact; The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the order. — those matters which are either agreed as fact or which, when disputed, are determined by the fact finder, on substantial evidence, to be a fact over contentions to the contrary;
3. Conclusion(s) of law, which are —applications of the controlling law to the facts found and the legal results arising therefrom; and

4. Order - —the action taken by the hearings officer Division as a result of the finding of fact and conclusions of law.

- ~~4.~~
- B. Parties to contested cases and their attorneys of record shall be served a copy of the final order. Parties shall be notified of their right to judicial review of the order.
- C. Any judicial review of the final order shall be done pursuant to ORS 183.482 for review of contested cases.

[Codified by Ord. 05-2000, 7/13/00]

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March 1, 2018

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Tri-County Metropolitan Transportation District of Oregon (TriMet)  
Subrecipient Agreement No. GO180815EV for Mt Hood Express Bus Service and  
match funding for Title XIX (Medicaid) non-medical Waivered Transportation

<b>Purpose/Outcomes</b>	Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) to fund Mt Hood Express fixed route service to the Mt Hood area as well as provide local match dollars for the County's Title XIX (Medicaid) waivered non-medical transportation program.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$86,757. \$21,218 will be used to fund operations, including fuel, for the Express and Villages Shuttle service of Mt Hood Express. \$65,539 will be utilized as local match for the Title XIX waivered non-medical transportation program. No match funds are required and there would be no fiscal impact on the County.
<b>Funding Source</b>	State of Oregon, Public Transit Division, Special Transportation Funds (STF) Formula Base
<b>Duration</b>	July 1, 2017 to June 30, 2019
<b>Previous Board Action</b>	Permission to Apply for STF funds approved 1/5/17.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division - 503-655-8641
<b>Contract No.</b>	8553

**Background**

The Social Services Division of the Department of Health, Housing and Human Services requests approval for a TriMet Subrecipient agreement #GO180815EV from the State of Oregon Special Transportation Funds. This agreement will provide funding for Mt Hood Express operations and the Clackamas Transportation Consortium's Title XIX waivered non-medical transportation program.

Clackamas County Social Services has received Special Transportation Funds (STF) to operate the Mt Hood Express transit for several years. Oregon Department of Transportation (ODOT) has made STF formula base funds available through TriMet, the regional STF funds distributor. This Agreement amount is consistent with previous year levels with a modest 3% increase.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public bus service since 2007. The Villages Shuttle provides transportation service between the City of Sandy and the Villages of Mt Hood. This shuttle provides accessible transportation for local residents to reach the business and social services available in the City of Sandy and beyond.

For many years Clackamas County Social Services (CCSS) has received funding from TriMet general funds for to provide required match per one-way ride so that Consortium members receive the full \$14.00 per one-way ride for rides provided. This agreement now provides those funds through the State of Oregon Special Transportation Funds process. The Federal match rate is adjusted annually. The current rate is 30.38%. The balance is funded by Title XIX (Medicaid) Waivered Services funds. All rides must first be authorized by the client's APD case manager in order for Consortium members to receive payment for the service. The goal of the Consortium in providing transportation services is to assist older and disabled county residents in meeting their individual needs. These services assist them in living independently in their own homes for as long as possible.

Total amount of the agreement is \$86,757. No County General Funds are involved. This agreement was reviewed and approved by County Counsel on February 20, 2018. This agreement begins July 1, 2017 and continues through September 14, 2019. Tri-County Metropolitan Transportation District of Oregon, as initiator of this agreement, chooses to sign after obtaining agreement approval and signature from Clackamas County.

**Recommendation**

We recommend the approval for this agreement and further recommend that Richard Swift, H3S Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services



**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
SUBRECIPIENT AGREEMENT GO180815EV  
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION  
SPECIAL TRANSPORTATION FUNDS  
ODOT GRANT AGREEMENT NO. 32020**

**PARTIES:**

1. Tri-County Metropolitan Transportation District of Oregon (TriMet)
2. Clackamas County Social Services Division; Transportation Consortium

**RECITALS:**

1. Pursuant to ORS Chapter 391, TriMet is designated to distribute to "providers of transportation," as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Funds (STF) for the purposes set forth at ORS 391.830(4). Subrecipient is a "provider of transportation" in Clackamas County, Oregon. ODOT, through its Public Transit Division, awarded TriMet a Fiscal Year 2017-2019 Special Transportation Fund (STF) Grant (Grant Agreement #32020). A proposal for STF funding to Subrecipient has been approved by ODOT Grant Agreement No. 32020. Notwithstanding any term of provision of the Grant Agreement, the maximum amount of STF funds to be disbursed to Subrecipient under this Agreement shall not exceed \$86,757.
2. Pursuant to OAR 732-005-0061, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF funds to Subrecipient for Subrecipient's accomplishment of the Project. **Funds shall be used solely for the Project and shall not be used for any other purpose.**

**AGREEMENTS:**

**1. General**

Subrecipient agrees to comply with and use the STF funds in accordance with the terms of this Agreement including the terms and conditions of ORS 391.800 through 391.830 and the provisions of OAR Chapter 732 as may be amended, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A, B, and C which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, and Exhibit C. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STF funds, and shall be amended to incorporate those changes.

Subrecipient agrees to comply with all subrecipient monitoring policies, procedures and other requirements that may be established by TriMet, including but not limited to Title VI compliance.

Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 391.800 through 391.830, OAR Chapter 732, as may be amended, and the terms of this Agreement. Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Subrecipient: Paragraphs 2 through 4, and 6(B).

## 2. **Audit Requirements/Financial Management Procedures**

STF funds disbursed by this Agreement shall be specifically addressed in Subrecipient's annual audits, and the terms of Exhibit A shall apply. TriMet may request additional information including, but not limited to, audits of specific projects or services. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732 in addition to the requirements set forth in Exhibit A.

Subrecipient shall comply with applicable federal, state and local laws as well as generally accepted accounting principles (GAAP) for accounting, billing and reporting requirements with STF funds. **Subrecipient shall document the expense of all funds disbursed by TriMet under this Agreement.**

## 3. **Reporting Requirements**

Subrecipient shall submit quarterly progress reports electronically to TriMet's Project Manager no later than 22 days after the close of each quarterly reporting period. Quarterly progress reports should be remitted via TriMet's established process for posting on their website that meets the requirements of Exhibit A and Exhibit C. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to TriMet and include:

- A statement of revenues and expenses for each quarter, including documentation of local match contributions and expenses.
- A description project deliverables, tasks, and schedule completed for each quarter, including a description of how stated goals are being met.

TriMet and the State of Oregon reserve the right to request additional information as may be necessary to comply with state reporting requirements. Copies of the reports shall be sent to:

Vanessa Vissar  
TriMet  
1800 SW 1st Avenue, Suite 300  
Portland, Oregon 97201  
vissarv@trimet.org

**4. Withholding of Funds**

In addition to any other provisions of this Agreement including but not limited to Exhibits A and C, TriMet may withhold payment of STF funds if the funds are not being used in accordance with ORS 391.800 through 391.830, the Section's OARs or this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the STF. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STF funding requirements hereunder by Subrecipient, and shall, upon breach of conditions that require TriMet to return funds to the Section, hold harmless and indemnify TriMet for an amount equal to the funds required to be repaid plus any additional costs incurred by TriMet.

**5. Discrimination Prohibited/Compliance with Laws**

Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STF funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.

Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 and FTA regulations at 49 CFR Parts 37 and 38, and all provisions of this Agreement.

**6. Indemnification**

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless TriMet from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 TriMet shall indemnify, defend and hold harmless Clackamas County from and against all liability, loss and costs arising out of or resulting from the acts of TriMet, its officers, employees and agents in the performance of this agreement.

**7. Vehicle/ Operator Requirements**

Subrecipient shall ensure that all drivers of equipment have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Subrecipient shall perform criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers.

**8. Funding**

- A. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds as outlined in Exhibit C. The total amount disbursed by TriMet under this Agreement shall not exceed the sum of \$86,757.
- B. TriMet will make quarterly installment payments to Subrecipient within 30 days of the beginning of each calendar quarter described in Section 3 or 30 days after funding has been received by the State. TriMet shall determine the amount of each quarterly payment based on the funds stated in Exhibit C divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by TriMet.
- C. All STF expenses must be incurred by Subrecipient no later than June 30, 2019 and not before July 01, 2017.
- D. Subrecipient shall provide documentation (i.e., General Ledger reports) to TriMet's Project Manager (Vanessa Vissar at [vissarv@trimet.org](mailto:vissarv@trimet.org)) within 30 days after the end of each quarter that show cumulative totals of expenses incurred in the biennial period. Report will be used to show that funds paid to Subrecipient were used solely for the Project identified under Exhibit C.
- E. Prompt Payment - Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. At a minimum, Contractor shall pay Subcontractors no later than thirty (30) days from receipt of payment from TriMet. Contractor shall not hold retainage from Subcontractors.
- F. \$65,539 of the total \$86,757 authorized funding is to be utilized as the local match for the Portland region's Title XIX waived non-medical transportation program in Clackamas County.

**9. Term**

This Agreement shall be in effect from July 1, 2017 through June 30, 2019, unless the Agreement is terminated earlier as provided in this Agreement.

**10. Communications**

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

Vanessa Vissar  
TriMet  
1800 SW 1st Ave., Suite 300  
Portland, Oregon 97201  
503.962.4912  
[vissarv@trimet.org](mailto:vissarv@trimet.org)

Subrecipient:

Teresa Christopherson  
Clackamas County Social Services Division;  
Transportation Consortium  
PO Box 2950; Oregon City, OR 97045  
503.650.5718  
[teresachr@co.clackamas.or.us](mailto:teresachr@co.clackamas.or.us)

If one party finds a need to designate a new Project Manager, they shall immediately notify the other party in writing, electronic mail, or other dated documentation.

**11. Assignment/Subcontracts**

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

**12. Mediation**

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

**13. Entire Agreement/Authority**

This Agreement and the attached Exhibits A, B, and C constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in

writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of TriMet to enforce any provision of this Agreement shall not constitute a waiver by TriMet of that or any other provision.

If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

**Subrecipient: Clackamas County Social Services Division; Transportation Consortium**

Name: Richard Swift  
Title: Director, Health Housing & Human Services Dept., Clackamas County  
Date: \_\_\_\_\_  
Address: P.O. Box 2950, 2051 Kaen Rd., Oregon City, OR 97045  
Phone/FAX: 503-655-8330 503-655-8889  
Federal Employer ID Number: 93-6002286  
Signature: \_\_\_\_\_

**Tri-County Metropolitan Transportation District of Oregon (TriMet):**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_  
Signature: \_\_\_\_\_



Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment #3 to the Contract with OBEC Consulting Engineers, Inc. for  
Consulting Engineering Services for the  
Replacement of the Salmon River (Elk Park Road) Bridge**

<b>Purpose/Outcomes</b>	This amendment will provide consulting engineering services during the construction of the replacement of the Salmon River (Elk Park Road) Bridge.
<b>Dollar Amount and Fiscal Impact</b>	The original contract, Amendments #1 (time only) and #2 (A and B) value added \$69,266.19 for total design services was \$576,259.38. Amendment #3 for construction services adds \$127,733.35 for a new combined value totaling \$703,992.73.
<b>Funding Source</b>	89.73% FHWA Surface Transportation Funds \$ 114,615.14 10.27% County Road Funds \$ 13,118.21
<b>Duration</b>	The contract term is from contract execution through the end of the year of project construction completion (12/31/2020)
<b>Previous Board Action</b>	07/16/09: BCC Approval of Supplemental Project Agreement 25,214 for Salmon River (Elk Park Road) Bridge Project 12/10/10: BCC Approval of Right of Way Services for the Project 08/14/14: BCC Approval of Amendment No. 1 for Additional Funding for the Project 02/11/16: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project 07/13/17: BCC Approval of Amendment No. 2 for Additional Funding for the Project 02/22/18: Request for BCC Approval of a Construction Contract with JAL Construction, Inc. for construction of the Salmon River (Elk Park Road) Bridge
<b>Strategic Plan Alignment</b>	This project will provide strong infrastructure and ensure safe communities by replacing a structurally deficient bridge on a collector roadway in Clackamas County.
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor – DTD 503-742-4658

**BACKGROUND:**

As part of the Federal Highway Bridge Program (HBP), Clackamas County received funding for the replacement of the Salmon River (Elk Park Road) Bridge. The existing bridge was built in 1958 and is listed as structurally deficient with a load restriction of 27 tons. This project will replace the existing bridge with a single-span welded steel plate girder superstructure with a

cast-in-place concrete deck that meets current design standards. The project is funded by HBP funds (89.73 percent) matched with County Road Funds (10.27 percent).

The purpose of this Contract Amendment is to provide construction engineering services during the project's construction. The services to be provided include support to County staff with construction engineering, submittal review, inspection assistance, clarification of design details, clarification of design details, and developing as-constructed plans. OBEC Consulting Engineers, Inc. has a special and unique knowledge of this project that was gained in the design process. As the Engineer of record for design, OBEC Consulting Engineers, Inc. is the best choice to perform the required services outlined in the contract. The proposed contract amendment is for \$127,733.35.

This Amendment has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approves and signs this amendment to the original consultant contract with OBEC Consulting Engineers, Inc. for consulting engineering services for the replacement of the Salmon River (Elk Park Road) Bridge Project.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



**AMENDMENT #3**

**TO THE CONTRACT DOCUMENTS WITH OBEC CONSULTING ENGINEERS, INC. FOR CONSULTING ENGINEERING SERVICES FOR THE REPLACEMENT OF THE SALMON RIVER (ELK PARK ROAD) BRIDGE**

This Amendment #3 is entered into between **OBEC Consulting Engineers, Inc.** (“Contractor”) and Clackamas County Department of Transportation and Development (“County”) and it shall become part of the Professional Services Contract entered into between the parties on January 5, 2012 (“Contract”).

The Purpose of the Amendment #3 is to make the following changes to the Contract:

**1. SECTION I. COMPENSATION:**

The purpose of this Amendment is to add services for the Construction Contract Administration/Construction Engineering and Inspection (“CA/CEI”) phase of this project. The CA/CEI work is a new phase of services, distinct from and in addition to the previous Scope of Work. This Amendment does not delete, revise, or replace the tasks or requirements for the original Scope of Work. The additional Scope of Work and fee schedule is attached as **Exhibit C** and hereby incorporated by reference. Additional compensation is authorized in the amount of \$127,733.35 to complete the new phase. The total contract value shall not exceed \$703,992.73.

The Contract termination date is hereby changed from December 31, 2017 to **December 31, 2020**. County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment.

Original contract:	\$ 506,993.19
Amendment #1	\$ Time Extension
Amendment #2 - Part A	\$ 59,276.19
Amendment #2 - Part B	\$ 9,990.00
<b><u>Amendment #3</u></b>	<b>\$ 127,733.35 + Time Extension</b>
<b>Total Contract Amount</b>	<b>\$ 703,992.73</b>

**SIGNATURE PAGE FOLLOWS**



**EXHIBIT C  
SCOPE OF WORK**

Construction Contract Administration and Construction Engineering & Inspection Statement of Work  
Amendment No. 3

**SALMON RIVER (ELK PARK ROAD) BRIDGE**  
**Clackamas County**

**PROJECT DESCRIPTION and OVERVIEW OF SERVICES**

**SCOPE of SERVICES**

- 1.0 CONSTRUCTION PROJECT MANAGEMENT and COORDINATION**
  - 1.1 Coordination
  - 1.2 Status Reports and Invoices
  
- 2.0 CONSTRUCTION CONTRACT ADMINISTRATION / CONSTRUCTION ENGINEERING and INSPECTION**
  - 2.1 Pre-Construction Conference
  - 2.2 Project Progress Meetings
  - 2.3 Shop Drawing and Submittal Review
  - 2.4 Consultation during construction
  - 2.5 Design Modifications
  
- 3.0 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION**
  - 3.1 Environmental and Archaeological Compliance Monitoring
  - 3.11 Endangered Species Consultation for the Federal-Aid Highway Program (FAHP)
    - 3.1.2 Restoration As-Built Report.
    - 3.1.3 Biology Restoration Monitoring Report.
  - 3.2 Construction Activity Monitoring
  - 3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)
  - 3.4 Fish Salvage Permit, Coordination, Operations and Reporting Assistance

**PROJECT SCHEDULE**

**BREAKDOWN OF COSTS FOR SERVICES**

## PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

The purpose of this Amendment is to add Services for the Construction Contract Administration/Construction Engineering and Inspection (CA/CEI) phase of the Salmon River (Elk Park Road) Bridge Project (the Project.) The CA/CEI work is a new phase of services, distinct from and in addition to the previous phases of Services. This Amendment does not delete, revise, or replace the tasks or requirements for the original statement of work or any earlier amendment for previous phases of the Services, unless otherwise specifically provided in this Amendment.

**Background** The General description and background for the Project are unchanged from the original SOW except as modified by Amendments No. 1 and 2.

**Completion of CA/CEI Services** The CA/CEI phase will be deemed complete when Consultant has completed all tasks and provided all deliverables as required and Agency issues final acceptance of the Project.

### Standards And General Requirements

**Standards** As provided in the Contract, all Services under the Contract shall be performed in accordance with the professional standard of care set forth in the Contract.

Consultant shall complete the CA/CEI Services in accordance with the current version in effect of the ODOT Construction Manual, the Quality Control Compliance Specialists (QCCS) Handbook, the Manual of Field Test Procedures, the ODOT Inspector's Manual, and this Contract.

**General Requirements** As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services All Inspection work must be performed by ODOT-certified Inspectors as required by the ODOT Inspection Quality Assurance Program (IQAP). Consultant's ODOT-certified Inspectors shall monitor the work of the Construction Contractor (CC) to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and ODOT manuals or procedures, including but not limited to those listed Contract. Consultant shall immediately advise County of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise County of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost.

**Communication** To the extent possible, transmittals from Consultant to County must include the Contract#, Project name and the ODOT key number. The key number must be used as part of the document control system established by ODOT and Consultant.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, Consultant shall establish appropriate contacts with that firm prior to the Pre-Construction Conference.

### Roles and responsibilities

County has overall authority in scope, schedule and budget of the Project. All construction Change Orders [Contract Change Orders (CCO), Extra Work Orders (EWO) and State Force Orders (SFO)] prepared by Consultant are subject

to County review and approval prior to implementation by the CC. Authority to approve all CCOs, EWOs and SFOs shall be as outlined in the ODOT Construction Manual, Chapter 3 - Delegated Authority and in Delegation Letters.

The County is responsible for the overall management and Contract administration of the Project. The Consultant shall support and assist the County on an on-call basis to provide support with specific tasks as outlined in this SOW.

- Attend Pre-Construction Conference
- Material verification sampling and testing
- Concrete and Asphalt mix design review

Consultant shall provide all labor, equipment, and materials to provide the CA/CEI Services as outlined in this SOW.

Changes to Consultant's Project Manager are subject to County approval and will require written notice to County prior to the change.

Consultant staff assigned under this Contract to perform the Construction Inspection, Quality Control Manager and Quality Control Compliance Specialist functions may not be substituted or replaced unless approved in writing by County.

Unless specifically stated otherwise in a particular task, Consultant shall complete all tasks and provide all deliverables included in this SOW. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW.

Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

Review, comment and schedule requirements:

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to County at the first sign of delays caused by County, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify County immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.
- Consultant shall submit all deliverables to County or designee unless otherwise stated in specific tasks.
- All deliverables are considered draft until reviewed and accepted by County. Consultant shall make revisions to address County comments and submit revised deliverable(s) to County within 5 business days of receipt of County review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by County. If no revisions are necessary, the submittal will be considered final.

Format Requirements:

- Deliverables shall be submitted to County in the format described in the ODOT Construction Manual and individual tasks.
- Consultant shall use ODOT forms where required. Construction related forms referenced in this SOW are available on line at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/HwyConstForms1.aspx>

- Each draft and final text-based or spreadsheet-based deliverable shall be provided to County in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by Agency.

- Additional format requirements may be listed with specific tasks/deliverables throughout the SOW or in the Contract.

Local Public Agency (LPA) is responsible for the following:

- Access to LPA owned ROW and easements
- Attend Project meetings
- Review and comment on progress submittals
- Coordination with other outside agencies
- Provide Consultant with existing Project information including As-Constructed drawings, pavement typical sections, utility maps, etc.
- Sign CCOs, EWOs, SFOs and Request for Increase/Overrun in Project Authorizations prepared by Consultant prior to submittal to Agency for approval
- Provide a Letter of Acceptance for Project at completion

## SCOPE OF SERVICES

### 1 CONSTRUCTION PROJECT MANAGEMENT and COORDINATION

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant's team in conformance with Contract requirements of the CA/CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services

#### 1.1 Coordination Consultant shall:

- Provide leadership, direction and control of these CA/CEI Services
- Direct Consultant's team with regard to overall CA/CEI activities and team meetings
- Maintain liaison, communication and coordination between Consultant's staff, APM, local agency project manager (LAPM) if applicable, CC and Agency staff to facilitate timely, efficient operations for all involved

*Assumption for budgeting purposes: 2 hours per month for 18 months*

#### 1.2 Status Reports and Invoices Consultant shall prepare detailed Monthly Status Reports throughout the duration of the CA/CEI Services. The Monthly Status Report will:

- Describe the previous month's Consultant activities
- Describe the planned activities for the next month
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget

Deliverable: Monthly Status Report up to (18) status reports submitted to ODOT LAL with the monthly invoice no later than the 10th calendar day of the month following the reporting month.

*Assumption for budgeting purposes: 0.5 hours per invoice for an administrator and project manager.*

### 2.0 CONSTRUCTION CONTRACT ADMINISTRATION / CONSTRUCTION ENGINEERING and INSPECTION

#### 2.1 Pre-Construction Conference Consultant PM, structure representative and Environmental Permit Specialist shall attend the Pre-Construction Conference

*Assumption for budgeting purposes: 3 staff at 4 hours each, plus 2 hours for the PM to review the agenda and provide comments.*

#### 2.2 Project Progress Meetings Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution. Consultant shall attend periodic Project Progress Meetings with the CC and others as needed including, but not limited to, A PM, permitting agencies, local officials, and County, if required. Consultant shall attend additional activity-specific technical kick-off meetings for various activities requested by the County. These activities may include, but are not limited to:

- HMAC Paving
- Mitigation Planting
- MSE Wall Construction



*Assumption for budgeting purposes: Assume a total of 5 meetings at 4 hours each.*

**2.3 Shop Drawing and Submittal Review** Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications, and the ODOT Construction Manual, Chapter 16 – Working Drawings. Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain 1 of the as-submitted copies in the Project files
- Conduct review and prepare 5 mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as AP = Approved, AX = Approved as Noted, or RC = Returned for Correction.
- Include construction contract number on all shop drawings

Consultant shall review the following submittals as required using the guidelines in ODOT’s Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Standard Specifications Section 00150.35:

- Traffic control plans
- Erosion control plans
- Pollution control plans
- Quality control plan and personnel
- Construction schedules (baseline and monthly updates)
- Drainage structures (manholes and inlets) shop drawings
- Work containment plans and systems
- Shoring and falsework calculations and drawings
- Reinforcing steel shop drawings
- Prefabricated steel shop drawings
- Retaining wall calculations and drawings
- Landscaping and irrigation submittals
- Others as required by construction contract specifications

Consultant shall return approved shop drawings with comments within time frame established in construction contract specified requirements.

Consultant shall prepare shop drawings for non-standard permanent signs in accordance with Standard Specifications Section 00940.03, and for steel sign supports in accordance with Section 00930.02. Based on field survey information, Consultant shall review and verify all new sign post lengths.

Consultant shall maintain files of all reviewed shop drawing submittals according to the retention period set forth in the terms and conditions of the Contract. County may request these files at any time during the retention period. Consultant shall provide the files to County within 14 calendar days of the request.

Deliverables: Reviewed submittals delivered as follows

- 1 copy to APM

- 2 copies (1 for field and 1 for home office) to CC
- 1 copy maintained in Project files
- 1 copy to Agency Materials Unit when applicable (Portland office for steel shop drawings; Portland or Eugene office for pre-cast shop drawings, depending on location of fabrication facility)
- Electronic Submittals
- 1 electronic PDF mark-up/comment copy to APM, CC, Project Files, and Agency Materials Unit
- POR-provided shop drawings for non-standard signs and steel sign supports (due within 5 business days of request):
- 1 copy to APM (transmittal only)
- 2 copies (1 for field and 1 for home office) to CC
- 1 copy maintained in Project files
- 1 copy to Agency Materials Unit when applicable (Portland office for steel shop drawings; Portland or Eugene office for pre-cast shop drawings, depending on location of fabrication facility)

*Assumption for budgeting purposes: Assume a total of 20 submittals, 2 hours each for the EOR and 1 hour each for the project controller.*

**2.4 Consultation during construction** Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (RFIs). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the CC or Agency during construction, Consultant shall clarify construction contract documents and respond to field inquiries.

Deliverables: Written documentation of responses to CC or Agency inquiries – Submit 1 copy to APM within 2 business days of inquiry, unless other delivery date is agreed to by APM

*Assumption for budgeting purposes: Assume a total of 10 RFI's, with a total of 3 hours each for the EOR, PM and controller.*

**2.5 Design Modification** Consultant shall engage the Professional of Record (POR) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

Design requests must be initiated by either Agency or Consultant using a Change Request Form or a RFI. A response to an RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the APM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant's cost, the estimated construction cost, and the cause of the change.

*Assumption for budgeting purposes: Assume two (2) design modifications requiring two (2) new plan sheets and associated specifications for a total of forty (40) hours of staff time*

### **3.0 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION**

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector (CBCI)
- Certified Environmental Construction Inspector (CECI)
- Certified Traffic Signal Inspector (CTSI)
- Certified General Inspector (CGI)
- Certified Hot Mixed Asphalt Concrete Inspector (HMAC)
- Certified Drilled Shaft Inspector (CDSI)

**3.1 Environmental and Archaeological Compliance Monitoring** Consultant shall perform compliance and mitigation monitoring related to environmental conservation and archeological monitoring measures agreed upon with State and Federal regulatory agencies through permit conditions and as included in the construction contract. This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document compliance with the environmental permits, including effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall conduct site environmental inspections site visits to assist CC, and County in maintaining compliance with issued regulatory permits and the special provisions.

Consultant shall provide documentation of the construction process relative to this environmental compliance. Consultant shall review the CC's submittals for compliance with the construction contract and permits:

- Temporary Water Management Plan (TWMP)
- Work Containment Plan and System (WCP/WCS)
- Erosion and Sediment Control Plan (ESCP)
- Pollution Control Plan (PCP)
- Weed Control Work Plan (WCWP)

Consultant shall coordinate and schedule monitoring visits coincident with activities that have significant environmental components, including but not limited to:

- Establishment of construction zones, clearing limits, and erosion and sediment control measures
- Work area isolation, riprap revetment installation
- Vegetation removal and grading in riparian areas adjacent to regulated waters
- Site restoration and stabilization measures

Consultant shall evaluate onsite conditions and construction techniques during environmental inspection site visits to assess compliance with Project permits, the PCP, the ESCP, proposed site rehabilitation measures, and general environmental conservation measures. Consultant shall identify deficiencies and potential permit compliance issues and provide guidance to Agency, LPA and CC to aid in avoiding potential regulatory agency involvement or violations.

Based on the Project's significant site rehabilitation measures (to offset Project impacts), Consultant shall provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits.

In the event that deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the CC, APM, LAPM and ODOT Environmental and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall conduct up to eight (8) environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

Consultant cultural monitor must:

- Review cultural reports prepared for project.
- Obtain a state archaeological permit for investigations in the event of a find.
- Attend pre-construction meeting at request of Agency Archaeologist.
- Maintain daily log of findings.
- Submit Monitoring report (in WORD and PDF formats) with the following, if no cultural materials are found:
  - o Project Description.
  - o Map of Area of Potential Effect (APE).
  - o Dates of monitoring.
  - o General observations with statement of probably of future inadvertent discoveries within APE.

If cultural materials or human remains are discovered during monitoring notify Engineer immediately and comply with Section 00290.51 (a) and (b) of ODOT Standard Specifications for Construction. Contact Agency Archaeologist to determine additional archaeological investigation requirements.

The Monitoring Report will reference the literature review and records check conducted for the archaeological baseline report and update the information as appropriate. If no archaeological resources are identified during monitoring, then the Monitoring Report must include information regarding dates on site and general observations.

If archaeological resources are identified during monitoring, the Monitoring Report must include the following background information;

- ethnohistoric information
- previous archaeological studies,
- a section on field methodology with maps showing placement of any shovel probes and test units,
- a section on findings,
- artifact descriptions,
- recommendations and summary including a discussion on the site tested and whether or not it meets NRHP criteria and maintains integrity. (Consultant shall provide enough information to write a detailed DOE.)

The Monitoring Report must contain maps, photos, an artifact catalogue, site forms, and isolate forms for newly discovered archaeological sites and isolates, or site update forms for previously recorded archaeological sites.

Note: The Agency Archaeologist will be responsible for drafting necessary letters to SHPO and for obtaining necessary clearance documents from SHPO.

#### Environmental Deliverables:

- Reviewed Contractor submitted Erosion Control Monitoring Reports (Form 734-2361) for compliance no later than 2 weeks after each inspection site visit. Maintain in the Project files and submit with final Project documentation
- Completed Consultant construction monitoring memorandums– If compliance issues are noted, document the deficiencies, recommendations and corrective action taken to correct deficiencies. Submit 1 copy to CC, APM (and LAPM on LPA projects), within 5 business days after the monitoring site visit.
- General Daily Progress Reports / Project Diary – Complete daily when performing onsite visits. Maintain in Project files and submit originals with final Project documentation
- Project Photography / Photo Logs – Submit with reports (when applicable) and final Project documentation

#### Archeological Deliverables:

- Conduct significant find notification as set forth by State law and notify APM via email within 3 calendar days.
- Draft monitoring report to the Agency, one (1) electronic copy within 60 calendar days after completion of field work.
- Final monitoring report to the Agency, one (1) electronic copy and one (1) hard copy within 14 calendar days after receipt of Agency comments.

*Assumption for budgeting purposes: This task assumes no more than eight (8) environmental monitoring visits. Assume up to six (6) hours for each monitoring visit, including memorandum and daily preparation. Assume no more than six (6) hours for reviewing CC's submittals and providing written comments to Agency. This task also includes time to support the County in reissuance of the USACOE and/or DSL permits; 30 hours has been budgeted for this effort.*

*This task assumes monitoring by a qualified archaeologist as follows: On-site monitoring work days will be 8 hours long. All field monitoring would be done in one 5-day period plus another day for travel. No artifacts will be found.*

**3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (FAHP)** This task involves conducting FAHP Programmatic environmental inspection site visits during the construction phase of the Project and post construction phase.

If the project utilized the FHWA Programmatic Endangered Species Consultation for the FAHP Environmental Inspections shall conform to the FAHP User's Guide:

<http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/fahp.aspx>

FAHP Environmental inspections site visits are required of all projects implemented under the FAHP Programmatic Biological opinion.

For the FAHP, this includes at least 1 FAHP environmental inspection site visit and environmental inspection report for the Project for each construction year, and a FAHP environmental completion inspection site visit at Project completion and a Project Completion Report, and As-Built Report.

FAHP environmental inspections by Consultant shall be completed by a qualified Biologist or when approved by the ODOT Region Environmental Unit, an ODOT Certified Environmental Construction Inspector (CECI.)

#### Professional Licenses, Registrations and Qualifications

For Services under CE Task 3.1.1, the Consultant is the Professional of Record for the work, which shall be executed by a qualified Biologist or other qualified professional meeting the following minimum qualifications: 3 full years of environmental analysis or resource project management experience and a Bachelor's degree that included 30-quarter or 20-semester hours in biology, environmental science, physical science, natural science, or closely related field. Individuals who make determinations of effect under the Endangered Species Act (ESA) and prepare ESA documentation must also have ODOT Biologist certification (as per Technical Services Bulletin GE12-01(B) or updated). Additional qualifications may be required for certain tasks.

The number of FAHP environmental inspection site visits shall correspond with construction stages that include high risk environmental items and best management practices. The Consultant, through the Biologist or approved CECI, shall review high risk items related to the following:

- Erosion and Sediment Control
- Pollution Control/ Containment
- Sensitive Areas (No work zones)
- Site Restoration
- Fish and Wildlife Protection
- Native materials designated for avoidance
- Cleared Vegetation
- Native materials (soil, streambed substrate, logs, trees) designated for use in restoration
- Fish screens and in-water work area isolation
- High stream flow events
- In-water work
- Bank stabilization/ site restoration implementation
- Consultant shall conduct a minimum of 1 FAHP environmental inspection site visit and prepare an environmental inspection report summarizing site conditions and providing recommendations of measures to facilitate permit compliance and correct deficiencies
- Consultant shall conduct 1 FAHP environmental completion inspection site visit and prepare the final Project Completion Report summarizing site conditions and providing recommended measures to facilitate permit compliance and documentation of any corrected deficiencies

Deliverables:

- A draft and final Environmental Inspection Report for each inspection site visit using ODOT's template report 734-2902 (for the FAHP, it is available on the FAHP website - <http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/fahp.aspx>) and submitted to the County and the Region Environmental Unit (REU). The draft Environmental Inspection Report due no later than 2 weeks after each inspection. Final Environmental Inspection Report due no later than 2 weeks after receiving final comments from Agency.
- Final Project Completion Report - summarizing site conditions, recommended measures to facilitate permit compliance and documentation of any corrected deficiencies, submitted to the County and the Region Environmental Unit (REU) within 60 calendar days of Second Notification.

*Assumption for budgeting purposes: This task assumes no more than two (2) environmental site inspections for FAHP. Assume up to 10 hours for each FAHP environmental site inspection and environmental inspection report by either an ODOT certified Biologist or, if approved, by a CECI. Up to four (4) additional FAHP environmental reports will be prepared based on site work complete d under task 3.1. Assume up to two (2) hours for each additional report.*

**3.1.2 Restoration As-Built Report** Consultant shall prepare a Restoration As-Built Report to document restoration completion. Consultant's Restoration As-Built Report must document construction and effectiveness of onsite restoration for the Project. Prior to preparation of the report, Consultant shall conduct 1 site visit within 30 days of restoration construction completion to determine if restoration measures were constructed according to Project permits. The Restoration As-Built Report must include a narrative summary describing Project construction and restoration as well as maps, and representative photographs with descriptions.

Consultant shall visit the site to collect data regarding restoration conditions, planting survival, and to evaluate if corrective measures are necessary. As part of this work, Consultant shall conduct the quarterly plant establishment

site visits (in accordance with Section 01040 of the Standard Specifications) during the spring, summer and fall the first year after acceptance of initial planting and seeding (unless otherwise specified in the Contract). During the site visits, Consultant shall record general site conditions, hydrology, plant cover, plant communities, erosion, and related aspects of the restoration. Consultant shall conduct inspections that document plant stress and planting survival. Consultant shall provide recommendations for replacement plantings and invasive species controls (if necessary). Consultant shall establish photo point locations and shall take photographs to document annual site conditions.

**Deliverables:** Restoration As-Built Report – Submit 3 hard copies and 1 electronic (PDF copy) each to APM (and LAPM on LPA projects) within 30 calendar days of conducting the site visit

*Assumption for budgeting purposes: This task assumes up to 12 hours inclusive of one (1) site visit to complete the Report. Up to three (3) additional site visits will be made at quarterly inspection periods. Assume up to eight (8) hours to complete each quarterly visit, documentation, and recommendations.*

**3.1.3 Biology Restoration Monitoring Report** After the first year of site visits, Consultant shall prepare the first annual Biology Restoration Monitoring Report to document compliance with the permits issued for the Project, following ODOT standards

<http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/biology.aspx>

Additional annual monitoring reports will be prepared by Agency or LPA if required.

Consultant shall utilize Agency's template reports and shall document the condition of mitigation or enhancement, features, and the restoration of the site including planting survival estimates, any deficiencies noted during the monitoring period, and recommendations to facilitate permit compliance.

**Deliverable:** First Annual Restoration Monitoring Report – Submit 3 hard copies and 1 electronic (PDF copy) each to) County within 30 calendar days of conducting the site visit

*Assumption for budgeting purposes: This task assumes up to 12 hours inclusive of 1 site visit to complete the First Annual Restoration Monitoring Report.*

**3.2 Construction Activity Monitoring** Consultant shall monitor construction activities during construction of the Project utilizing ODOT-certified Inspectors and require compliance with the construction contract documents. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by Agency.

**Deliverables:**

- General Daily Progress Reports – Complete each day Consultant is on-site. Make available for review at Consultant's field office or home office. Originals submitted to Agency with final Project documentation submittal
- Current Digital Photo-log of construction activities - Make available for Agency review at Consultant's field office or home office as needed. Submit photo logs with the final Project documentation in task

*Assumption for budgeting purposes: Assume 2 months (44 days at 8 hours per day) of construction activity monitoring for one inspector.*

**3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)** At the request of the Agency the Consultant shall periodically monitor the CC's Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents. Consultant

shall coordinate with the ODOT Region Quality Assurance Coordinator (QAC) to confirm that adequate verification and independent assurance (IA) testing is performed.

ODOT staff will perform the verification and IA testing; it is not a Consultant task under this SOW.

Consultant shall monitor the CC's QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Agency's Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation, and be certified by the Agency's Technician Certification Program for the specific tests being monitored.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (CAgT)
- Certified Embankment and Base Technician (CEBT)
- Certified Density Technician (CDT)
- Certified Asphalt Technician I (CAT-I)
- Certified Asphalt Technician II (CAT-II)
- Certified Mix Design Technician (CMDT)
- Quality Control Technician (QCT)
- Concrete Control Technician (CCT)
- Concrete Strength Testing Technician (CSTT)

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Maintain the Test Summary for Non-Field Tested Materials and Field-Tested Materials (Test Summary "A", "B" and "B-QA") as detailed in the ODOT Construction Manual, Chapter 12B Quality.
- Identify and monitor CC's quality control technicians and require proper and current certification(s), and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Communicate with Agency's QAC to facilitate timeliness and efficiency in the verification and IA testing work and compliance with all requirements of the ODOT Manual of Field Test Procedures and contract documents.
- Compare CC's QC test results to ODOT's verification test results to verify they are within IA parameters.
- Take appropriate action and work with PM to resolve any discrepancies between CC's QC test results and the ODOT verification test results.
- Prepare quality price adjustments as necessary for materials

*Assumption for budgeting purposes: This assumes no more than 60 hours for quality control monitoring, support consultation and review of quality documentation by Consultant QCCS.*

**3.4 Fish Salvage Permit, Coordination, Operations and Reporting Assistance** Consultant shall obtain one (1) Scientific Take Permit ("STP") for the fish salvage associated with the in-stream isolation area. Consultant's application requires detailed information that describes the Project, as well as the size and location of the isolation area. Consultant's application must be submitted to the Oregon Department of Fish and Wildlife ("ODFW"), who is responsible for reviewing the application and issuing the permit.



Consultant shall coordinate with ODFW and other regulatory agencies as necessary and shall provide required documentation for conducting fish salvage operations at the Project site. Consultant's submission of the STP application must be conducted near the beginning of the calendar year in which fish salvage work might be needed to ensure sufficient time for ODFW STP issuance. If Notice-to-Proceed on this WOC amendment is not received by Consultant at least four (4) months prior to the beginning of the in-water work period in which in-water work shall be conducted, Consultant is not responsible for issuance of the STP by the beginning of the in-water work period.

Consultant shall complete fish salvage operations within the Project's in-water work isolation area.

Consultant shall prepare and submit one (1) FAHP Fish Salvage Summary Report to ODFW and NMFS after the completion of the fish salvage operation documenting the results of the fish salvage effort. Consultant's summary report must include all pertinent information as described in the NMFS and ODFW guidelines and regulations along with a summary of the results from the fish salvage effort using field notes prepared during the fish salvage effort. Consultant's report must include the name and address of the fish salvage supervisor, methods used to isolate the work area and minimize disturbances to fish; the means of fish removal, the number of fish removed by species, the condition of all fish released, any incidence of observed injury or mortality, and photographs taken during fish salvage operation. As required by ODFW, Consultant shall also complete the on-line ODFW Scientific Take Permit reporting requirements within one (1) month of the fish salvage effort.

Deliverables:

- Consultant shall obtain an ODFW STP for the Project prior to fish salvage and shall provide a copy of the permit within two (2) weeks of receipt from ODFW.
- Consultant shall complete the on-line ODFW Scientific Take Permit reporting requirements within one (1) month of the fish salvage effort.
- Consultant shall submit one (1) electronic (PDF format) copy of the FAHP Fish Salvage Summary Report to NMFS within one (1) month of completion of the fish salvage effort. No deliverables for this task

*Assumption for budgeting purposes:*

- *NTP on this task will be provided no less than four (4) months prior to in-water work. Delays in NTP may result in delays of the STP and fish salvage.*
- *Up to three separate salvage efforts by the salvage team (consisting of two (2) Consultant staff) shall be necessary. Each salvage effort will require one (1) full day (eight (8) hours plus two (2) hours travel time).*
- *County shall provide one (1) County inspector to assist the salvage team during fish salvage operations. Inspector shall be outfitted with waders and life preserver and shall be able to enter into and about salvage area to assist in fish transport and/or capture.*
- *The CC shall have the fish salvage area isolated and ready for immediate salvage upon salvage team arrival on site. CC shall pump down water within isolation areas so that the water depth within the isolation area is no more than two (2) feet deep.*

### **PROJECT SCHEDULE**

The Project is scheduled for a November 15, 2017 bid opening for the CC. It is anticipated that the CC will receive NTP no later than January 2, 2018. County shall issue the CC Notice of Award and NTP in accordance with the Section 00130 of the Standard Specifications.

- All construction work, with the exception of final paving, striping and plant establishment work is assumed to be completed by September 18, 2019.
- The plant establishment period is assumed to be a 1-year period.
- All work for this SOW is to be completed within 30 calendar days of Consultant issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in Section 00180.50 of the construction contract is October 23, 2019
- Third notification to the CC is assumed to be issued on or before December 31, 2019

### **BREAKDOWN OF COSTS FOR SERVICES**

**Summary Breakdown of Costs**

**PA/ATA or Contract Number:**

**P.O. Number: 13826, Amendment No. 5 CA/CEI Services**

**PROJECT NAME: Salmon River (Elk Park Rd) Bridge**

Total Non-Contingency Hours	963
Total Non-Contingency Labor Costs	\$ 111,941.96
Total Non-Contingency Direct Expenses	\$ 4,387.81
Total Non-Contingency Costs	\$ 116,329.77
Total Non-Contingency Profit	\$ 11,403.58
<b>Total Non-Contingency Cost + Profit</b>	<b>\$ 127,733.35</b>

Total Contingency Hours	0
Total Contingency Labor Costs	\$ -
Total Contingency Direct Expenses	\$ -
Total Contingency Costs	\$ -
Total Contingency Profit	\$ -
<b>Total Contingency Cost + Profit</b>	<b>\$ -</b>

**\$ 127,733.35**

**Breakdown of Costs - Dated: April 27, 2017**

PA/ATA or Contract Number:  
P.O. Number: 13826, Amendment No. 5 CA/CEI Services  
PROJECT NAME: Salmon River (Elk Park Rd) Bridge

Cell Color Legend
Yellow cells are for data entry
Green cells have formulas (no data entry unless specified)
Grey cells are section dividers (no data entry unless specified)

For instructions, click on "Instructions" tab below.

**Project Summary**  
**GRAND TOTAL CALCULATION SECTION**

Task #		Hours	Escalated Direct Labor or NBR \$	Overhead	FCCM	Direct Expenses	Total Cost	Profit	Cost + Profit	% of Total Non-Contingency Labor Costs
Direct Salary Rate (Avg, Actual, Max) Current Year Annualized Direct Salary Rate (OR enter Negotiated Billing Rate) Fully Burdened Billing Rate										
<b>NON-CONTINGENCY TASKS/DELIVERABLES</b>										
TASK 1	CONSTRUCTION PROJECT MANAGEMENT AND COORDINATION	57	\$ 3,346.85	\$ 6,633.12	\$ 14.06	\$ -	\$ 9,994.03	\$ 1,017.96	\$ 11,011.99	8.9%
1.1	Coordination	39	\$ 2,450.27	\$ 4,856.19	\$ 10.29	\$ -	\$ 7,316.75	\$ 745.26	\$ 8,062.01	6.5%
1.2	Status Reports and Invoices	18	\$ 896.58	\$ 1,776.93	\$ 3.77	\$ -	\$ 2,677.28	\$ 272.70	\$ 2,949.98	2.4%
TASK 2	CONSTRUCTION CONTRACT ADMINISTRATION / CONSTRUCTION ENGINEERING AND INSPECTION	164	\$ 7,955.60	\$ 15,767.20	\$ 33.41	\$ 115.56	\$ 23,871.78	\$ 2,419.73	\$ 26,291.50	21.2%
2.1	Preconstruction Conference	14	\$ 749.06	\$ 1,484.56	\$ 3.15	\$ 19.26	\$ 2,256.03	\$ 227.83	\$ 2,483.86	2.0%
2.2	Project Progress Meetings	20	\$ 1,051.85	\$ 2,084.66	\$ 4.42	\$ 96.30	\$ 3,237.23	\$ 319.92	\$ 3,557.15	2.8%
2.3	Shop Drawing and Submittal Review	60	\$ 2,827.75	\$ 5,604.32	\$ 11.88	\$ -	\$ 8,443.94	\$ 860.07	\$ 9,304.02	7.5%
2.4	Consultation During Construction	30	\$ 1,499.80	\$ 2,972.45	\$ 6.30	\$ -	\$ 4,478.55	\$ 456.17	\$ 4,934.72	4.0%
2.5	Design Modifications	40	\$ 1,827.14	\$ 3,621.21	\$ 7.67	\$ -	\$ 5,456.02	\$ 555.73	\$ 6,011.75	4.9%
TASK 3	CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION	742	\$ 27,152.94	\$ 50,944.08	\$ 94.70	\$ 4,272.25	\$ 82,463.97	\$ 7,965.90	\$ 90,429.86	69.9%
3.1	Environmental and Archaeological Compliance Monitoring	184	\$ 7,617.60	\$ 12,226.99	\$ 12.65	\$ 1,757.75	\$ 21,614.99	\$ 2,024.15	\$ 23,639.14	17.7%
3.1.1	Engangered Species Consultation for FAHP	20	\$ 655.20	\$ 1,298.54	\$ 2.75	\$ -	\$ 1,956.49	\$ 199.28	\$ 2,155.77	1.7%
3.1.2	Restoration As-Built Report	60	\$ 2,226.30	\$ 4,412.30	\$ 9.35	\$ -	\$ 6,647.95	\$ 677.14	\$ 7,325.09	5.9%
3.1.3	Biology Restoration Monitoring Report	12	\$ 393.12	\$ 779.12	\$ 1.65	\$ -	\$ 1,173.90	\$ 119.57	\$ 1,293.46	1.0%
3.2	Construction Activity Monitoring	352	\$ 11,531.52	\$ 22,854.32	\$ 48.43	\$ 2,354.00	\$ 36,788.27	\$ 3,507.36	\$ 40,295.63	30.8%
3.3	Quality Control Monitoring	60	\$ 2,751.60	\$ 5,453.40	\$ 11.56	\$ -	\$ 8,216.55	\$ 836.91	\$ 9,053.46	7.3%
3.4	Fish Salvage	54	\$ 1,977.60	\$ 3,919.41	\$ 8.31	\$ 160.50	\$ 6,065.81	\$ 601.49	\$ 6,667.31	5.3%
<b>TOTAL Non-Contingency</b>		<b>963</b>	<b>\$ 38,455.39</b>	<b>\$ 73,344.40</b>	<b>\$ 142.17</b>	<b>\$ 4,387.81</b>	<b>\$ 116,329.77</b>	<b>\$ 11,403.58</b>	<b>\$ 127,733.35</b>	
<b>CONTINGENCY TASKS/DELIVERABLES</b>										
<b>TOTAL Contingency</b>		<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL Non-Contingency + Contingency</b>		<b>963</b>	<b>\$ 38,455.39</b>	<b>\$ 73,344.40</b>	<b>\$ 142.17</b>	<b>\$ 4,387.81</b>	<b>\$ 116,329.77</b>	<b>\$ 11,403.58</b>	<b>\$ 127,733.35</b>	

OBEC Hours	OBEC Labor	OBEC Expense	Heritage	Totals	+/-
39	\$ 8,062.01	\$ -	\$ -	\$ 8,062.01	\$ -
18	\$ 2,949.98	\$ -	\$ -	\$ 2,949.98	\$ -
14	\$ 2,464.60	\$ 19.26	\$ -	\$ 2,483.86	\$ -
20	\$ 3,460.85	\$ 96.30	\$ -	\$ 3,557.15	\$ -
60	\$ 9,304.02	\$ -	\$ -	\$ 9,304.02	\$ -
30	\$ 4,934.72	\$ -	\$ -	\$ 4,934.72	\$ -
40	\$ 6,011.75	\$ -	\$ -	\$ 6,011.75	\$ -
84	\$ 9,912.02	\$ 642.00	\$ 13,085.12	\$ 10,554.02	\$ 13,085.12
20	\$ 2,155.77	\$ -	\$ -	\$ 2,155.77	\$ -
60	\$ 7,325.09	\$ -	\$ -	\$ 7,325.09	\$ -
12	\$ 1,293.46	\$ -	\$ -	\$ 1,293.46	\$ -
352	\$ 37,941.63	\$ 2,354.00	\$ -	\$ 40,295.63	\$ -
60	\$ 9,053.46	\$ -	\$ -	\$ 9,053.46	\$ -
54	\$ 6,506.81	\$ 160.50	\$ -	\$ 6,667.31	\$ -
863	\$ 111,376.18	\$ 3,272.06	\$ 13,085.12	\$ 114,648.24	\$ 13,085.12
0	\$ -	\$ -	\$ -	\$ -	\$ -
863	\$ 111,376.18	\$ 3,272.06	\$ 13,085.12	\$ 114,648.24	\$ 13,085.12

**Consulting Firm: OBEC Consulting Engineers**

(Complete a separate sheet for Prime and each subconsultant, as needed. Totals must be manually entered into the BOC worksheet.)

<b>Task #</b>	<b>Description</b>	<b>Basis of Estimate</b>	<b>Amount</b>
<b>NON-CONTINGENCY TASKS/DELIVERABLES</b>		Include enough detail for the reader to understand how the estimate was determined.	
<b>Task 2</b>	<b>CONSTRUCTION CONTRACT ADMINISTRATION / CONSTRUCTION ENGINEERING AND INSPECTION</b>		<b>\$ 115.56</b>
2.1	Preconstruction Conference	Mileage 36 miles @ \$0.535/mile	\$ 19.26
2.2	Project Progress Meetings	Mileage 180 miles @ \$0.535/mile	\$ 96.30
<b>Task 3</b>	<b>CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION</b>		<b>\$ 3,156.50</b>
	Environmental Compliance & Mitigation		
3.1	Monitoring	Mileage 1,200 miles @ \$0.535/mile	\$ 642.00
3.2	Construction Activity Monitoring	Mileage 4,400 miles @ \$0.535/mile	\$ 2,354.00
3.4	Fish Salvage	Mileage 300 miles @ \$0.535/mile	\$ 160.50
<b>TOTAL Non-Contingency</b>			<b>\$ 3,272.06</b>
<b>CONTINGENCY TASKS/DELIVERABLES</b>		Include enough detail for the reader to understand how the estimate was determined.	
<b>TOTAL Contingency</b>			<b>\$ -</b>
<b>TOTAL Non-Contingency + Contingency</b>			<b>\$ 3,272.06</b>

**Consulting Firm: HERITAGE Research Associates**

(Complete a separate sheet for Prime and each subconsultant, as needed. Totals must be manually entered into the BOC worksheet.)

<b>Task #</b>	<b>Description</b>	<b>Basis of Estimate</b>	<b>Amount</b>
<b>NON-CONTINGENCY TASKS/DELIVERABLES</b>		Include enough detail for the reader to understand how the estimate was determined.	
<b>TASK 3</b>	<b>CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION</b>		<b>\$ 1,115.75</b>
Task 3.1	Environmental Compliance & Mitigation Monitoring	450 miles @ \$0.535/mile	\$ 240.75
		Per Diem 5 days @ \$175.00/day	\$ 875.00
	<b>TOTAL Non-Contingency</b>		<b>\$ 1,115.75</b>
<b>CONTINGENCY TASKS/DELIVERABLES</b>		Include enough detail for the reader to understand how the estimate was determined.	
	<b>TOTAL Contingency</b>		<b>\$ -</b>
<b>TOTAL Non-Contingency + Contingency</b>			<b>\$ 1,115.75</b>

DRAFT

Approval of Previous Business Meeting Minutes:

February 8, 2018

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

<http://www.clackamas.us/bcc/business.html>

**Thursday, February 8, 2018 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Ken Humberston, Vice Chair  
Commissioner Sonya Fischer  
Commissioner Paul Savas  
Commissioner Martha Schrader

**EXCUSED:** Commissioner Jim Bernard, Chair

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Jim Bernard is testifying in Salem and will not be attendance for today's meeting, Vice-Chair Ken Humberston will serve as Chair of todays meeting.

### **I. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Darlene Atkinson, Boring – Commented on Chair Bernard's Facebook comments.
2. Diane Gruber, West Linn – Discussed County Resolution 2017-93 regarding a Non-Partisan commission in regards to Chair Bernard's Facebook comments.
3. Les Poole, Gladstone – Commented on Chair Bernard's behavior and conduct.
4. Tim Lussier, Estacada – Commented on County Resolution 2017-93 regarding Chair Bernard's Facebook comments and asked for Chair Bernard to resign.

### **II. PUBLIC HEARING**

1. First Reading of **Ordinance No. 01-2018** Amending Title 11.01 of the Clackamas County Code. Nate Boderman, County Counsel presented the staff report.

*~Board Discussion~*

<http://www.clackamas.us/bcc/business.html>

Chair Humberston opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

#### **MOTION:**

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Humberston: Aye – the Ayes have it, the motion passes 4-0.

Chair Humberston asked the clerk to assign a number and read the Ordinance by title only.

He then announced the second reading will be at the Thursday, February 22, 2018 at the Board's regular scheduled Business Meeting at 10:00 AM.

### **III. CONSENT AGENDA**

Chair Humberston asked the Clerk to read the consent agenda by title, he then asked for a motion.



**MOTION:**

Commissioner Schrader: I move we approve the consent agenda.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Humberston: Aye – the Ayes have it, the motion passes 4-0.

**A. Health, Housing & Human Services**

1. Approval of a Cooperation Agreement with Northwest Housing Alternatives for the NHA Annie Ross House Emergency Shelter in Milwaukie – *Housing & Community Development*
2. Approval of HOME Loan Documents with Northwest Housing Alternatives for the NHA Campus Family Housing Apartments in Milwaukie – *Housing & Community Development*
3. Approval of a Service Agreement with Genoa Pharmacy partnering with Clackamas County Health Centers Division in participation with Pharmacy Services Agreement at Beaver Creek Clinic – *Health Centers*
4. Approval of a Service Agreement with Genoa Pharmacy partnering with Clackamas County Health Centers Division in participation with Pharmacy Services Agreement at Hilltop Clinic – *Health Centers*

**B. Finance Department**

1. **Approval of Resolution No. 2018-12** Acknowledging Expenditures in Excess of Appropriations and Financial Statement Findings for Fiscal Year 2017 and Describing Corrective Action in Accordance with ORS 297.466

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**D. Community Corrections**

1. Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Los Niños Cuentan for Community-Based Victim Services Programs
2. Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Children's Center for Community-Based Victim Services Programs
3. Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Safety Compass for Community-Based Victim Services Programs

**E. Human Resources**

1. Approval of the Deferred Compensation 457 Retirement Plan document changes

**F. County Counsel**

1. Approval of a Goods and Services Contract with Specialized Technical Asset Restoration, LLC for Restoration of Materials Damaged in Flood at Clackamas County Law Library

**IV. DEVELOPMENT AGENCY**

1. Approval of Two Non-Exclusive Waterline Easements Provided to Clackamas River Water
2. Approval of Two Non-Exclusive Sanitary Sewer Easements Provided to Clackamas County Service District No. 1

**VI. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

**VII. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOUNED – 10:56 AM**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.** [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



March 1, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between  
Clackamas County and the Boring-Damascus Grange #260 for the  
Construction of a Shelter at Boring Station Trailhead Park

<b>Purpose/Outcomes</b>	Business and Community Services (BCS) County Parks and Boring-Damascus Grange have partnered to secure funding for the construction of a new picnic shelter at Boring Station Trailhead Park.
<b>Dollar Amount and Fiscal Impact</b>	Contract amount of \$38,100
<b>Funding Source</b>	BCS County Parks is providing \$15,600 through its adopted Parks & Forest 17/18 FY budget; Boring-Damascus Grange is providing \$17,500 in donated funds and the remainder in in-kind services.
<b>Duration</b>	N/A
<b>Previous Board Action</b>	The Board has previously approved the planning, development and construction of Boring Station Trailhead Park.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities 2. Residents will experience a clean, safe and healthy recreation opportunity.
<b>Contact Person</b>	Rick Gruen, BCS County Parks & Forest Manager, 503.742.4345

**BACKGROUND:** This MOU acknowledges the collaborative partnership between the BCS County Parks and Boring-Damascus Grange #260 to construct a new picnic shelter at Boring Station Trailhead Park. The Boring-Damascus Grange, through its Friends of Boring Station Trailhead Park Committee, has been a long standing partner with BCS County Parks to help raise community support, funding and volunteer assistance to build Boring Station Trailhead Park. The community has raised and donated \$17,500 towards the picnic shelter with Clackamas County contributing \$15,600 from its adopted FY17-18 budget. BCS County Parks will assume ownership and maintenance responsibilities of the picnic shelter.

County Counsel has reviewed and approved the MOU as to form and content.

**RECOMMENDATION:** Staff recommends the Board approve the MOU between Clackamas County and Boring-Damascus Grange #260 and further directs the Interim Director of Business and Community Services to sign the document on behalf of Clackamas County.

Respectfully submitted,

Laura Zentner, Interim Director  
Business and Community Services

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Boring-Damascus Grange #260**  
**AND**  
**CLACKAMAS COUNTY**

This **MEMORANDUM OF UNDERSTANDING (“MOU”)** is entered into by and between Boring-Damascus Grange #260, hereinafter referred to as “Grange” and Clackamas County through its Department of Business and Community Services, hereinafter referred to as “County Parks.”

**A. PURPOSE:**

This MOU is for the purpose of acknowledging and codifying the effort of the Grange to construct a shelter pavilion at Boring Station Trailhead Park. The Grange, through its Friends of Boring Station Trailhead Park committee, has successfully raised \$17,500 plus an in-kind donation from the contractor of \$5,000 against the estimated total project cost of \$38,100. It is the desire of County Parks to contribute the amount of \$15,600 to cover the remaining funds necessary to proceed with the project. Grange and County Parks will work together with the vendor and community to approve the shelter design and specifications. It is understood by Grange and County Parks that the Boring Station Park shelter pavilion structure will become a capital asset of County Parks.

**B. GENERAL PROVISIONS:**

1. County Parks will contract with the contractor to construct the shelter pavilion. As a condition of donation, the shelter pavilion will be constructed in compliance with the specifications of County Parks.
2. Grange will work with County Parks staff to prep the site and assist with construction if needed. The parties agree that Grange efforts will be classified and

treated as donative labor efforts and all appropriate waivers and other legal requirements will need to be complied with and/or executed before Grange-associated individuals may participate in the effort. Such participation will be only as allowed by the contractor.

3. County Parks staff will assume ownership, control and maintenance of the shelter pavilion upon its completion as part of general park operation and maintenance responsibilities. The parties acknowledge and agree that Clackamas County is the owner the land on which the Boring Station Trailhead Park resides and that any improvements made thereon, including but not limited to shelter pavilion improvements, will be owned by County Parks.
4. Clackamas County, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act and the Oregon Constitution, agrees to indemnify, defend and hold harmless the Grange, its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the County, including its officers, agents and employees, in performance of this MOU. Grange, to the maximum extent permitted by law, agrees to indemnify, defend and hold harmless Clackamas County, its elected officials, officers, agents and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of the Grange, including its officers, agents and employees, in performance of this MOU.

**B. PRINCIPAL CONTACT:**

County Parks & Forest Contact	Boring-Damascus Grange #260
Rick Gruen, Manager	Dan O'Dell
Clackamas County Parks & Forest	Boring-Damascus Grange
150 Beaver Creek Road	Hwy 212
Oregon City, OR 97045	Boring OR 97011
Phone: 503-742.4345	Phone: 503886.9431
E-Mail: <a href="mailto:rgruen@clackamas.us">rgruen@clackamas.us</a>	E-Mail: <a href="mailto:james0001@msn.com">james0001@msn.com</a>

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.

**BORING-DAMASCUS GRANGE #260**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLACKAMAS COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_